

45

VENABLE, BAETJER, HOWARD & CIVILETTI

ATTORNEYS AT LAW

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

BALTIMORE, MD
MCLEAN, VA
ROCKVILLE, MD
TOWSON, MD
BEL AIR, MD

RICHARD M. VENABLE (1839-1910)
EDWIN G. BAETJER (1868-1945)
CHARLES MCH. HOWARD (1870-1942)

SUITE 1000
1201 NEW YORK AVENUE, N. W.
WASHINGTON, D. C. 20005-3917
(202) 962-4800
FAX (202) 962-8300

WRITER'S DIRECT NUMBER IS

(202) 962-4878

17127 A
RECORDATION NO. 17127 FILED 1425

DEC 18 1990 -10 05 AM

INTERSTATE COMMERCE COMMISSION

SHARON COLLINS CASEY

17127 B
RECORDATION NO. 17127 FILED 1425
DEC 18 1990 -10 05 AM

December 18, 1990

INTERSTATE COMMERCE COMMISSION

0-352A015

Secretary
Interstate Commerce Commission
Room 2303
12th Street & Constitution Avenue, N.W.
Washington, D.C. 20423
Attn: Ms. Mildred Lee
Recordation Unit

17127
RECORDATION NO. 17127 FILED 1425

DEC 18 1990 -10 05 AM
INTERSTATE COMMERCE COMMISSION

DEC 18 9 59 AM '90
NOTICE OF FILING UNIT

Dear Ms. Lee:

On behalf of CSX Transportation, enclosed for filing and recording under 49 U.S.C. § 11303(a) and the regulations promulgated thereunder are an original and one counterpart of each of the following three documents, all of which relate to the following rail equipment:

26 General Electric Dash 8-40C 4,000 Horsepower Locomotives, Road Numbers 7621 - 7646.

Document # 1: Lease Agreement dated as of November 1, 1990 between Wilmington Trust Company as Owner Trustee and Lessor and CSX Transportation, Inc. as Lessee.

Document # 2: Indenture, Mortgage and Security Agreement dated as of November 1, 1990 between Wilmington Trust Company as Owner Trustee and Mercantile-Safe Deposit and Trust Company as Indenture Trustee.

Document # 3: Lease and Indenture Supplement No. 1 dated December 18, 1990 between Wilmington Trust Company as Lessor/Owner Trustee, CSX Transportation, Inc. as Lessee and Mercantile-Safe Deposit and Trust Company as Indenture Trustee.

7 Quarters
Sharon Collins Casey

Ms. Mildred Lee
December 18, 1990
Page 2

The names and addresses of the parties are as follows:

Lessee

CSX Transportation, Inc.
100 North Charles Street
Baltimore, Maryland 21201

Lessor/Owner Trustee

Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890

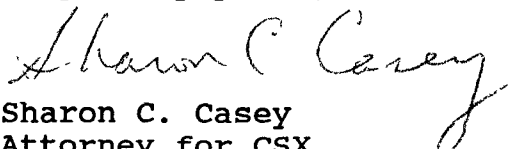
Indenture Trustee

Mercantile-Safe Deposit and Trust Company
Two Hopkins Plaza
Baltimore, Maryland 21203

It is our understanding based on consultation with personnel in the Recordation Unit that the Lease will be recorded as the primary document and that both the Indenture, Mortgage and Security Agreement and the Lease and Indenture Supplement will be recorded as secondary documents A and B under the primary document number. We further understand that the fee for recording each of the documents is \$15.00, for a total fee of \$45.00 which is paid herewith.

Please file and record the documents described above and index them under the parties' names in accordance with your normal procedures. Also, please stamp the extra counterparts with your recordation number and return them to the delivering messenger along with the fee receipt. When the documents have been filed and recorded, please send the letter from the ICC acknowledging the filing to the undersigned.

Very truly yours,


Sharon C. Casey
Attorney for CSX
Transportation, Inc.

Enclosures

SCC:smn
5089B

DUPLICATE
COUNTERPART

LEASE AND INDENTURE SUPPLEMENT NO. 1

17127

Dated December 18, 1990

DEC 18 1990 - 10 05 AM

among

INTERSTATE COMMERCE COMMISSION

WILMINGTON TRUST COMPANY,
not in its individual capacity but solely as trustee,
Lessor/Owner Trustee,

CSX TRANSPORTATION, INC.,
Lessee

and

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY
not in its individual capacity but solely as trustee,
Indenture Trustee

26 General Electric Dash 8-40C
4,000 Horsepower Locomotives
[CSX Trust 1990/ATT-1]

CERTAIN RIGHTS, TITLE AND INTEREST IN AND TO THIS LEASE AND INDENTURE SUPPLEMENT NO. 1 AND TO THE RAIL EQUIPMENT COVERED HEREBY OF WILMINGTON TRUST COMPANY, AS OWNER TRUSTEE, HAVE BEEN ASSIGNED TO AND ARE SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, AS INDENTURE TRUSTEE UNDER AN INDENTURE, MORTGAGE AND SECURITY AGREEMENT DATED AS OF NOVEMBER 1, 1990. TO THE EXTENT, IF ANY, THAT THIS LEASE AND INDENTURE SUPPLEMENT NO. 1 CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS LEASE AND INDENTURE SUPPLEMENT NO. 1 MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY AS INDENTURE TRUSTEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF.

FILED WITH THE INTERSTATE COMMERCE COMMISSION
PURSUANT TO 49 U.S.C. § 11303 ON DECEMBER __, 1990
AT __:__ .M., RECORDATION NUMBER ____.

THIS LEASE AND INDENTURE SUPPLEMENT NO. 1, dated December __, 1990, among WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as Owner Trustee (the "Lessor" or the "Owner Trustee") under that certain Trust Agreement dated as of November 1, 1990 (the "Trust Agreement") with AT&T CREDIT CORPORATION, a Delaware corporation, (the "Owner Participant"), CSX TRANSPORTATION, INC., a Virginia corporation (the "Lessee") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland trust company, not in its individual capacity but solely as Indenture Trustee (the "Indenture Trustee").

W I T N E S S E T H:

WHEREAS, the Lessor, the Lessee and the Indenture Trustee have, with the Owner Participant and the Loan Participants listed on Schedule I thereto, heretofore entered into a Participation Agreement (the "Participation Agreement"), the Lessor and the Lessee have heretofore entered into a Lease Agreement (the "Lease") and the Indenture Trustee and the Owner Trustee have heretofore entered into an Indenture, Mortgage and Security Agreement (the "Indenture"), each dated as of November 1, 1990 (capitalized terms used herein without definitions having the respective meanings set forth in Schedule X to the Lease);

WHEREAS, the Participation Agreement and the Lease provide that on the Closing Date Seller shall deliver to the Owner Trustee a Bill of Sale dated such date by which the Seller bargains, conveys, assigns, sets over, sells and delivers to the Owner Trustee, and the Owner Trustee purchases and accepts from the Seller, the Rail Equipment to be conveyed on such Closing Date, and said Bill of Sale has been delivered by the Seller and accepted by the Owner Trustee on the Closing Date;

WHEREAS, the Participation Agreement, the Lease, and the Indenture provide for the execution of a Lease and Indenture Supplement substantially in the form hereof for the purposes of leasing the Rail Equipment under the Lease as and when delivered by the Lessor to the Lessee in accordance with the terms thereof and subjecting such Rail Equipment to the Lien of the Indenture;

NOW, THEREFORE, in consideration of the premises and for good and sufficient consideration, the Lessor, the Lessee and the Indenture Trustee hereby agree as follows:

1. The Lessor hereby delivers and leases to the Lessee, and the Lessee hereby accepts and leases from the Lessor, under the Lease as hereby supplemented, the Rail Equipment listed on Schedule 1 hereto.

2. The Lessee hereby confirms to the Lessor that the Lessee has accepted such Rail Equipment for all purposes hereof and of the Lease. The date of delivery and acceptance of such Rail Equipment under the Lease is the date of this Lease and Indenture Supplement No. 1 set forth in the opening paragraph hereof. The Lease Term for such Rail Equipment shall commence on the date hereof.

3. The aggregate Lessor's Cost of the Rail Equipment leased hereunder is \$36,400,000 and the amounts comprising such Lessor's Cost and the Lessor's Cost of each Unit leased hereunder are set forth on Schedule 1 hereto. The Interim Rent and Basic Rent, the Stipulated Loss Values and the Termination Values for the Rail Equipment set forth, respectively, on Schedules 2, 3 and 4 hereto shall be applicable in respect of the Rail Equipment leased hereunder on the date hereof.

4. The Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease and Indenture Supplement No. 1, (a) on the Basic Term Commencement Date to pay Interim Rent, and all or any portion of the Interim Amount required to be paid by the Lessee as a prepayment of Basic Rent, for each Unit leased hereunder as provided for in the Lease and (b) on each Payment Date to pay Basic Rent to the Lessor for each Unit leased hereunder as provided for in the Lease.

5. In order to secure the prompt payment of the principal of and Premium, if any, and interest on all of the Notes from time to time Outstanding under the Indenture and of all other amounts payable to or for the benefit of the Holders of the Notes and the Indenture Trustee under the Indenture, the Participation Agreement and the Indenture Estate Documents, and the performance and observance by the Owner Participant and the Owner Trustee of all agreements, covenants and provisions contained in the Indenture or in any other Operative Document, the Lessor has granted, conveyed, pledged, sold, mortgaged, assigned, transferred and set over a security interest unto the Indenture Trustee in (i) the Rail Equipment listed on Schedule 1 hereto and (ii) this Lease and Indenture Supplement No. 1, in each case excluding Excepted Property and Excepted Rights, to have and to hold unto the Indenture Trustee and its successors and its assigns in trust for the benefit and security for the Holders from time to time of the Notes and for its and their own use and benefit forever.

6. All of the provisions of the Lease and the Indenture are hereby incorporated by reference in this Lease and Indenture Supplement No. 1 to the same extent as if fully set forth herein.

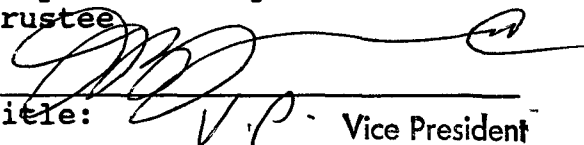
7. This Lease and Indenture Supplement No. 1 may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

8. This Lease and Indenture Supplement No. 1 is being delivered in the State of Maryland and shall in all respects be governed by, and construed in accordance with, the laws of the State of Maryland, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the Lessor, the Lessee and the Indenture Trustee have caused this Lease and Indenture Supplement No. 1 to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

WILMINGTON TRUST COMPANY
not in its individual capacity but solely as Owner Trustee

By 
Title: Vice President

Lessee

CSX TRANSPORTATION, INC.

By _____
Title:

Indenture Trustee

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY
not in its individual capacity but solely as Indenture Trustee

ATTEST:

By _____
Title:

By _____
Title:

IN WITNESS WHEREOF, the Lessor, the Lessee and the Indenture Trustee have caused this Lease and Indenture Supplement No. 1 to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

WILMINGTON TRUST COMPANY
not in its individual capacity but solely as Owner Trustee

By _____
Title:

Lessee

CSX TRANSPORTATION, INC.

By A. B. [Signature]
Title: Treasurer

Indenture Trustee

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY
not in its individual capacity but solely as Indenture Trustee

ATTEST:

By _____
Title:

By _____
Title:

IN WITNESS WHEREOF, the Lessor, the Lessee and the Indenture Trustee have caused this Lease and Indenture Supplement No. 1 to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

WILMINGTON TRUST COMPANY
not in its individual capacity but solely as Owner Trustee

By _____
Title:

Lessee

CSX TRANSPORTATION, INC.

By _____
Title:

Indenture Trustee

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY
not in its individual capacity but solely as Indenture Trustee

ATTEST:

By 
Title: Corporate Trust Officer

By 
Title: VICE PRESIDENT

Receipt of this original counterpart of this Lease and Indenture Supplement No. 1 is hereby acknowledged this day of December __, 1990.

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY
as Indenture Trustee

ATTEST:

By _____
Title:

By _____
Title:

STATE OF DELAWARE)
)
COUNTY OF NEWCASTLE) ss.:

On this ___ day of December, 1990, before me personally appeared _____, to me personally known, who, being by me duly sworn, ~~WILLIAM B. SOWDEN, III~~ he is Vice President of Wilmington Trust Company, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sonja F. Allen
Notary Public

My Commission Expires:

[Notary Seal]

SONJA F. ALLEN
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 30, 1992

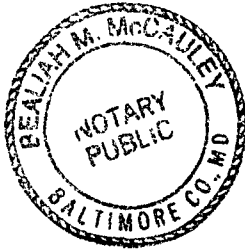
STATE OF MARYLAND)
) ss.:
CITY OF BALTIMORE)

On this 12th day of December, 1990, before me personally appeared A. B. Aftoora, to me personally known, who, being by me duly sworn, says that he is Treasurer of CSX Transportation, Inc., that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Bealiam M. McCauley
Notary Public

My Commission Expires: 11/1/93

[Notary Seal]



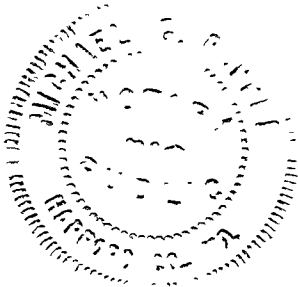
STATE OF MARYLAND)
)
COUNTY OF BALTIMORE) ss.:

On this _____ day of December, 1990, before me personally appeared John M. Mitchell, to be personally known, who, being by me duly sworn, says that he is VICE PRESIDENT of Mercantile-Safe Deposit and Trust Company, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Michael G. Ruppel
Notary Public
[Michael G. Ruppel

My Commission Expires: OCTOBER 22, 1994

[Notary Seal]



SCHEDULE 1

SCHEDULE OF RAIL EQUIPMENT TO BE DELIVERED

Description: General Electric Dash 8-40C 4,000 Horsepower
Locomotives

Quantity: 26

Road Numbers: CSXT 7621 through CSXT 7646

Lessor's Cost Per Unit: \$1,400,000

Aggregate Lessor's Cost: \$36,400,000

SCHEDULE 2 to
CSX Trust 1990/ATT-1
Lease and Indenture
Supplement No. 1

BASIC RENT

Payment Date -----	Percentage of Lessor's Cost (Paid in Arrears) -----	Percentage of Lessor's Cost (Paid in Advance) -----
7/1/1991	0.37267143 *	
1/1/1992	3.85981349	
7/1/1992	4.76486812	
1/1/1993	3.81659713	
7/1/1993	4.80808448	
1/1/1994	3.76925361	
7/1/1994	4.85542800	
1/1/1995	3.71738878	
7/1/1995	4.90729282	
1/1/1996	3.66057086	
7/1/1996	4.96411074	
1/1/1997	3.59832683	
7/1/1997	5.02635477	
1/1/1998	3.53013850	
7/1/1998	5.09454311	
1/1/1999	3.45543818	
7/1/1999	5.16924343	
1/1/2000	3.37360398	
7/1/2000	5.25107763	
1/1/2001	0.86246816	7.76221345
7/1/2001		3.02893490
1/1/2002		7.51234262
7/1/2002		2.81485218
1/1/2003		7.72642534
7/1/2003		2.58032456
1/1/2004		6.04435704
7/1/2004		2.58032456
1/1/2005		7.00265500
7/1/2005		2.55395017
1/1/2006		7.98732735
7/1/2006		2.35904100
1/1/2007		8.18223651
7/1/2007		2.16619817
1/1/2008		8.37507935
7/1/2008		1.93926322
1/1/2009		8.60201430
7/1/2009		1.69328867
1/1/2010		8.84798885
7/1/2010		1.33054537
1/1/2011		9.21073214
7/1/2011		1.05412775
1/1/2012		9.48714977
7/1/2012		10.49202621
1/1/2013		0.04925131
7/1/2013		10.16747941
1/1/2014		0.37379811

* Lessee Paid Interim Rent

SCHEDULE 3
to
Lease and Indenture
Supplement No. 1

STIPULATED LOSS VALUE

If the event giving rise to an obligation to pay Stipulated Loss Value occurs and the actual date as of which the Owner Participant shall incur Federal or state income tax consequences (including any interest and penalties payable in respect thereof) shall be earlier or later than the date assumed in calculating the applicable Stipulated Loss Value, such Stipulated Loss Value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Stipulated Loss Value shall be payable, there shall be added to the amount determined pursuant to the following schedule the amount of Premium, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Stipulated Loss Value in respect of a Unit is payable on a Payment Date when Basic Rent is payable in arrears, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date, but only to the extent that such Basic Rent is payable in arrears; and if the payment of Stipulated Loss Value in respect of a Unit is payable on a Payment Date when Basic Rent is payable in advance, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Stipulated Loss Value set forth in this Schedule 2 shall be applicable in respect of the Rail Equipment leased hereunder on the date hereof.

SCHEDULE 3 (cont.) to
CSX Trust 1990/ATT-1
Lease and Indenture
Supplement No. 1

STIPULATED LOSS VALUES

Payment Date -----	Percentage of Lessor's Cost -----
7/1/1991	107.98836
1/1/1992	109.36350
7/1/1992	109.58480
1/1/1993	110.52586
7/1/1993	110.32275
1/1/1994	110.98398
7/1/1994	110.45414
1/1/1995	110.92439
7/1/1995	110.11890
1/1/1996	110.41151
7/1/1996	109.30706
1/1/1997	109.40634
7/1/1997	108.02704
1/1/1998	108.07523
7/1/1998	106.56138
1/1/1999	106.61440
7/1/1999	104.95622
1/1/2000	105.01456
7/1/2000	103.19829
1/1/2001	105.68398
7/1/2001	101.03359
1/1/2002	101.17793
7/1/2002	96.69718
1/1/2003	96.99116
7/1/2003	92.22171
1/1/2004	92.69005
7/1/2004	89.45410
1/1/2005	89.79036
7/1/2005	85.40421
1/1/2006	85.56379
7/1/2006	80.04396
1/1/2007	80.23718
7/1/2007	74.33758
1/1/2008	74.54951
7/1/2008	68.26545
1/1/2009	68.53343
7/1/2009	61.82848
1/1/2010	62.16470
7/1/2010	55.10011
1/1/2011	55.68219
7/1/2011	48.12421
1/1/2012	48.87233
7/1/2012	40.93089
1/1/2013	31.81914
7/1/2013	33.43121
1/1/2014	24.24984
7/1/2014	25.00000

SCHEDULE 4
to
Lease and Indenture
Supplement No. 1

TERMINATION VALUE

If the event giving rise to an obligation to pay Termination Value occurs and the actual date as of which the Owner Participant shall incur Federal or state income tax consequences (including any interest and penalties payable in respect thereof) shall be earlier or later than the date assumed in calculating the applicable Termination Value, such Termination Value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Termination Value shall be payable, there shall be added to the amount determined pursuant to the following schedule the amount of any Premium, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Termination Value in respect of a Unit is payable on a Payment Date when Basic Rent is payable in arrears, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date, but only to the extent that such Basic Rent is payable in arrears; and if the payment of Termination Value in respect of a Unit is payable on a Payment Date when Basic Rent is payable in advance, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Termination Value set forth in this Schedule 3 shall be applicable in respect of the Rail Equipment leased hereunder on the date hereof.

TERMINATION VALUE

Payment Date -----	Percentage of Lessor's Cost -----
7/1/1991	107.43391
1/1/1992	108.78190
7/1/1992	108.97472
1/1/1993	109.88590
7/1/1993	109.65145
1/1/1994	110.27981
7/1/1994	109.71549
1/1/1995	110.14956
7/1/1995	109.30613
1/1/1996	109.55894
7/1/1996	108.41273
1/1/1997	108.46822
7/1/1997	107.04298
1/1/1998	107.04298
7/1/1998	105.47858
1/1/1999	105.47858
7/1/1999	103.76477
1/1/2000	103.76477
7/1/2000	101.88730
1/1/2001	104.30879
7/1/2001	99.59105
1/1/2002	99.66475
7/1/2002	95.10990
1/1/2003	95.32615
7/1/2003	90.47517
1/1/2004	90.85798
7/1/2004	87.53231
1/1/2005	87.77446
7/1/2005	83.28959
1/1/2006	83.34562
7/1/2006	77.71716
1/1/2007	77.79644
7/1/2007	71.77731
1/1/2008	71.86387
7/1/2008	65.44829
1/1/2009	65.57831
7/1/2009	58.72865
1/1/2010	58.91306
7/1/2010	51.68924
1/1/2011	52.10430
7/1/2011	44.37111
1/1/2012	44.93544
7/1/2012	36.80121
1/1/2013	27.48722
7/1/2013	28.88716
1/1/2014	19.48326
7/1/2014	20.00000